HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

R.S.A No.122 of 2007
Date of decision : 26.02.2007

Raj Kumar Saini **.....Appellant**

versus

Parkash Chand Aggarwal & others **.....Respondents**

CORAM : HON'BLE MR. JUSTICE HEMANT GUPTA.

Present : Mr.Balkar Singh, Advocate for the appellant.

* * *

ORDER

HEMANT GUPTA, J.

The plaintiff is in second appeal aggrieved against the judgment and decree passed by the Courts below whereby his suit for declaration and for permanent injunction to the effect that defendant No.1 be restrained from getting the plot transferred in his name including the defendant Nos.2 & 3 and also to restrain the said defendants from encroaching the plot in question illegally and forcibly, was dismissed.

It is the case of the plaintiff that an agreement to sell was executed for the sale of Plot No.11, Sector 19, Panchkula on 23.7.1996 for a total sales consideration of Rs.3,65,000/-. Rs.50,000/- was allegedly paid in cash, Rs.25,000/- and Rs.17,464/- were alleged to be paid by cheques. The cheque of Rs.17,464/- was dishonoured due to insufficient funds in the account of defendant No.1. But the defendants without making the said payment threatened to encroach upon the plot and seek transfer thereof.

It has been found by the learned First Appellate Court that the alleged agreement dated 23.7.1996 has not been proved. The said document is sought to be proved to produce a letter mark as Exhibit Z-2. The Court found that by such letter the agreement of sell cannot be said to be proved. In the absence of any evidence of execution of the said agreement, the learned First Appellate Court was justified in law in dismissing the suit for declaration and injunction.

I do not find any illegality or irregularity or irregularity in the findings recorded by the Courts below which may give rise to any substantial question of law for consideration of this Court in second appeal.

Dismissed.

(HEMANT GUPTA)
JUDGE

February 26, 2007
**mohinder*